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STATE OF ILLINOIS

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GALLATIN RIVER COMMUNICATIONS L.L.C.  
AND NCPR, INC. (dba Nextel Partners)

Joint Petition for Approval of Negotiated  
Interconnection and Reciprocal Compensation  
Agreement effective September 1, 2000  
pursuant to 47 U.S.C. § 252

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NO. 001

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ILLINOIS  
COMMERCE COMMISSION

00-0667

**JOINT PETITION FOR APPROVAL OF NEGOTIATED  
INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT BETWEEN  
GALLATIN RIVER COMMUNICATIONS L. L. C. AND  
NCPR, INC. (dba Nextel Partners)**

Gallatin River Communications L.L.C. ("Gallatin") and NCPR, Inc. (dba Nextel Partners) ("NCPR") through counsel, hereby request that the Commission review and approve the attached Interconnection Agreement effective September 1, 2000 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996, 47 U.S.C. §§ 252 (a)(1) and 252(e), (the "Act"). In support of their request, the parties state as follows:

1. Petitioners Gallatin and NCPR are each a telecommunications carrier within the meaning of Section 13-202 of the Universal Telephone Service Protection Act of 1985, 220 ILCS 5/13-100, et seq., and each is authorized to provide telecommunications service to customers in Illinois.

2. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 252(a) of the Act and provides for the interconnection of their networks for the transmission and termination of call on each other's networks.

3. Section 252(e)(2) of the Act provides the basis for rejection of a negotiated Agreement: (1) the Agreement discriminates against another carrier or (2) implementation of a negotiated Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

4. As set forth in the attached Verified Statement of Trey Judy, Gallatin will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

5. In addition, the Verified Statement of Trey Judy demonstrates that implementation of the Agreement is consistent with the public interest because it will promote competition and enhance the ability of NCPR to provide Illinois telecommunications users with a competitive alternative for telephone services.

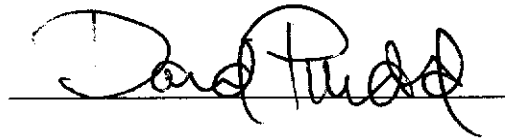
6. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

7. Copies of the Agreement are available for public inspection in Gallatin's public offices.

WHEREFORE, Gallatin and NCPR respectfully request that the Commission approve the attached interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this 4<sup>th</sup> day of October, 2000

GALLATIN RIVER COMMUNICATIONS L.L.C.



David O. Rudd  
Attorney for Gallatin River Communications L.L.C.  
625 South Second Street  
Springfield, Illinois 62704  
217/744-7420  
dorudd@aol.com


NCPR, Inc. (dba Nextel Partners)



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Seattle, Washington 98101  
206/628-7632  
vanem@dwt.com

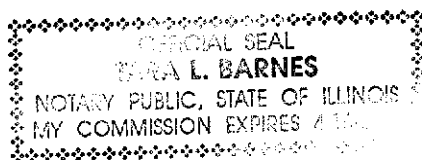
STATE OF ILLINOIS                    )  
  )  
COUNTY OF                            )       ss.

David O. Rudd, being first duly sworn, deposes and states that he is an attorney for Gallatin River Communications L.L.C. and that he is authorized by Gallatin River Communications L.L.C. to make this verification; that he has read the above and foregoing Joint Petition for Approval of a Negotiated Interconnection and Reciprocal Compensation Agreement and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.

  
\_\_\_\_\_  
David O. Rudd

Subscribed and sworn to before me, a notary public for the State of Illinois this 4<sup>th</sup> day of October, 2000.

  
\_\_\_\_\_  
Notary Public



My commission expires:

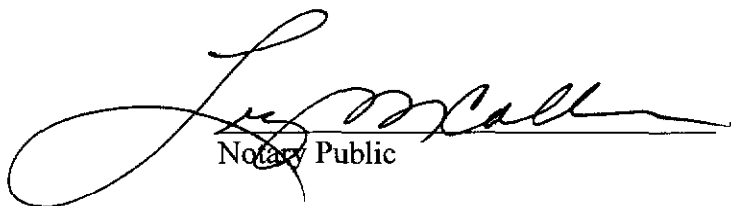
4-16-2001

STATE OF WASHINGTON       )  
                                      )  
COUNTY OF KING       )       ss.

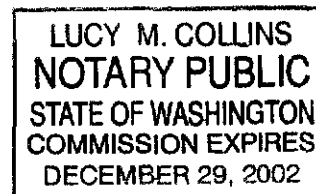
Michael van Eckhardt, being first duly sworn, deposes and states that he is attorney for NPCR, Inc. ("Nextel Partners") and that he is authorized by Nextel Partners to make this verification; that he has read the above and foregoing Joint Petition for Approval of a Negotiated Interconnection and Reciprocal Compensation Agreement and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.

  
\_\_\_\_\_  
Michael van Eckhardt

Subscribed and sworn to before me, a notary public for the State of Washington this  
20 day of Sept., 2000.

  
\_\_\_\_\_  
Notary Public

My commission expires:  
12/29/02



**ILLINOIS COMMERCE COMMISSION**

NO. 00 NA\_\_\_\_\_

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and an agreement became effective on September 1, 2000. The Agreement has an initial term that lasts until August 31, 2001, and continues in force and effect on a month-to-month basis until and unless terminated by one of the parties pursuant to the terms of the Agreement.

The key provisions of the Agreement are summarized as follows:

### **Description of Services and Rates**

The Agreement specifies the rights and obligations of the parties with respect to the establishment of rates, terms and conditions for interconnection with each party's networks. The Agreement is divided into several parts. Part A sets forth the definition of various terms used in the Agreement. Part B contains the general terms and conditions of the Agreement. Part C contains terms relating to interconnection and reciprocal compensation. Part D sets forth network maintenance and management provisions. Part E sets forth provisions relating to access to telephone numbers. Attachment 1 is a price list.

The Agreement addresses the exchange of traffic between Gallatin and NCPR. The interconnection services covered by this Agreement are for wireless interconnection only in association with CMRS services. NCPR will bill Gallatin the same rates as Gallatin charges NCPR for local traffic terminating on its network. Quality of service will be provided at parity with that provided by Gallatin for its own services. Additional services, beyond those specified in the Agreement, requested by either party will be incorporated into the Agreement by written amendment thereto.

This Agreement allows for interconnection at any one or more technologically feasible Points of Interconnection ("POI") within Gallatin's network. Gallatin agrees to provide collocation space in its facilities subject to the provisions of the Agreement. Gallatin will provide intermediary tandem switching and transport services for NCPR's connection of its end-users to others.

The agreement addresses audits and dispute resolution. The Agreement is governed by the Act, orders of the Illinois Commerce Commission and the FCC's rules and regulations. The rates are specified in Attachment 1.

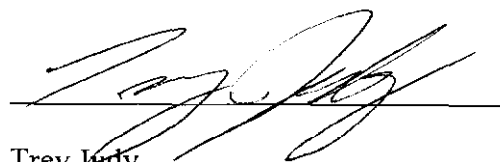
Gallatin will make the Agreement available to any other CMRS telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

Approval and implementation of this Agreement is consistent with the public interest because it will promote competition and enhance the ability of NCPR to provide Illinois telecommunications users with a competitive alternative for telecommunications services.



STATE OF NORTH CAROLINA )  
 )  
COUNTY OF ALAMANCE ) ss.

Trey Judy, being first duly sworn, deposes and states that he is Director of Regulatory Affairs and that he is authorized by Gallatin River Communications L.L.C. to make this verification; that he has read the above and foregoing Statement in Support of Joint Petition for Approval and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.



Trey Judy  
Gallatin River Communications  
103 South Fifth Street  
P.O. Box 1167  
Mebane, N.C. 27302  
919/563-8371

Subscribed and sworn to before me, a notary public for the State of NORTH CAROLINA this  
18<sup>th</sup> day of SEPTEMBER, 2000.

  
Notary Public

My commission expires:

11-24-2004